



REQUEST FOR QUOTATION  
PESTICIDE MONITORING WELL DESIGN AND INSTALLATION  
YUMA COUNTY

NO: ESD-07-01

Arizona Department of Agriculture  
Procurement Office  
Linda Vensel, CPPO, CPPB  
1688 W. Adams, Phoenix, AZ 85007  
602-542-0992 (O) 602-542-0916 (F)

Quotations must be accepted until **3:00 P.M.**, M.S.T. on  
**Friday, June 8, 2007**

Date: 5/23/07  
Page 1 of 16

**VENDOR NOTICE**

**THIS IS NOT A PURCHASE ORDER**

The attached instruction to Offeror's should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, including applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address or fax number. Please reference the Buyer's name and the RFQ number on the outside of the return envelope.

NOTE: The terms and conditions attached to this form should be reviewed and understood before preparing a quotation. The Uniform Terms and Conditions and Uniform Instructions to Offeror's are incorporated into this document by reference, and may be obtained by visiting <http://www.azspo.az.gov/PoliciesDocuments/terms/UIQv7.pdf>, and <http://www.azspo.az.gov/PoliciesDocuments/terms/UTCv7.pdf>

**Vendor Quotation**

Item	Description of Material, Service or Construction	Quantity	Unit	Unit Price	Extended Price
1	Task 1: Job Preparation, Mobilization/Demobilization	1	Each		
2	Task 2: Well Drilling Auger 2" (7/30's)	210	Length Feet		
3	Task 3a: Well Installation 2" OD Sch.40 PVC, Materials (filter packs, bentonite and cement grouts)	210	Length Feet		
4	Task 3b: Wellhead Completion (pads, protective casing/lock cap)	7	Each		
5	Task 4: Well Development	7	Each		
6	Task 5: Pump Supply and Installation	7	Each		
7	ADWR Well Permits	7	Each		
8	Other Tasks/Services (That vendor feels is not adequately covered in the above tasks.)  Pricing good for 90 day after close of Quotation Taxes included with pricing Shipping included with pricing				

Company Name	Address	City	State	Zip Code	Phone Number
--------------	---------	------	-------	----------	--------------

Tax ID Number:

FAX Number:

Signature

Typed Name and Title

Date

## **INSTRUCTIONS TO OFFERORS**

### **NO: ESD-07-01**

1. This document is an Request for Quotation (RFQ) issued by the Arizona Department of Agriculture (ADA) Procurement Office to obtain professional services for the drilling of monitoring wells, including well installation, well development and pump installation. These monitoring wells will be located in areas of intense agricultural land use with shallow groundwater along the Gila and Colorado Rivers in Somerton, Yuma City, Dome Valley and Welton, all in Yuma County, Arizona. Interested and qualified parties are invited to submit quotations to provide the products and/or services described within this RFQ.
2. Submission: Offeror's shall complete, sign and submit: Page 1, 2 and 3, with "Vendor Offer" portion completed and provide Price Sheets that reflect the Departments prices for the items in the categories presented.
3. Every effort has been made to include accurate information, instructions, and specifications necessary to tender an offer. If the solicitation requires modification or augmentation, ADA will issue an official written amendment. ADA takes no responsibility for any other information. Vendors who trust information not specifically contained in this RFQ, do so at there own risk.
4. Direct all questions regarding this RFQ to the Procurement Officer named on the front page of the RFQ.
5. A response to an RFQ is an offer to contract with the Department based upon the scope of work or specifications and the terms and conditions contained in the RFQ. Quotations do not become contracts unless the authorized Procurement Officer accepts them and a Contract Award letter is executed by the Procurement Officer. ADA will not compensate anyone for preparing or presenting a quotation to this RFQ.
6. The RFQ is an information solicitation and offers received are not read at a public opening. However, the information and contract file may be publicly reviewed after an award.
7. It is the responsibility of the Offeror to examine the entire RFQ and seek clarification of any requirement that is unclear; and to check their Quotation for accuracy before submitting it. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
8. The Department reserves the right to reject any, or all, Quotations, combination of items or lot, and waive defects or informalities. Failure to respond to pricing or any other requirement of the RFQ may result in rejection of a quote.
9. The individual signing the Quotation must initial erasures, interlineations or other modifications in the Offeror's Quotation, in ink.
10. In case of error in the extension prices in the Quotation, the unit price will govern.
11. Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict

Quotation by other vendors but are intended to approximate the quality, design or performance which is desired. Any Quotation that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your Quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are offering a Quotation exactly as specified on the Request for Quotation.

12. Persons with American Disabilities Act status may request equitable accommodation by contacting the Buyer and are asked to request as early as may be possible allow time to arrange the facilitation.
13. Contract award will be made to the responsible bidder whose quote confirms the requirements of the RFQ and is most advantageous to the State.
14. The Arizona Procurement Code and State Procurement Office (SPO) Standard Instructions to Offeror's are a part of this document as if fully set forth here; and are available for public review on the SPO website: <http://www.azeps.az.gov>
15. ADA has an authorized purchasing authority of \$50,000.00.

**In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable.**

Please check if applicable:

\_\_\_\_\_ I certify that my company is a small business. A small business is defined as having fewer than 100 employees or less than 4 million dollars in gross receipts.

\_\_\_\_\_ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

\_\_\_\_\_ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

## **PESTICIDE MONITORING WELL DESIGN AND INSTALLATION YUMA COUNTY**

**AUTHORITY:** The ARIZONA DEPARTMENT OF AGRICULTURE (ADA) has the authority to enter into an agreement pursuant to A.R.S. § 3-107 (A) (4).

### **I. PURPOSE:**

In fulfillment of the requirements of the Pesticide Contamination Prevention Program, the Arizona Department of Agriculture (ADA) in collaboration with the Arizona Department of Environmental Quality (ADEQ) are planning to install seven (7) groundwater monitoring wells in Yuma County to provide suitable locations for sampling and monitoring of groundwater for potential pesticide contamination. This scope of work provides guidance for procurement of well drilling services.

The purpose of this Request for Quotation (RFQ) is for the Arizona Department of Agriculture (ADA), under the guidance of the Arizona Department of Quality (ADEQ), to obtain professional services for the drilling of monitoring wells, including well installation, well development and pump installation. These monitoring wells will be located in areas of intense agricultural land use with shallow groundwater along the Gila and Colorado Rivers in Somerton, Yuma City, Dome Valley and Welton, all in Yuma County. All wells will be located within private farm land, and access to such locations will be obtained by the Arizona Department of Agriculture. If suitable locations can not be found on private farm land, the Yuma county right of way may be used.

**TERM:** This is a fixed contract, with a term to expire on October 31, 2007. This RFQ is for the drilling of seven wells. Drilling is to be completed within one week of mobilization and not more 30 days of award of contract. The drilling services are to be provided by the contractor's in-house resources, but may be provided through subcontractors as approved by ADA and ADEQ.

### **II. SCOPE OF WORK and SPECIFICATIONS**

This work statement is to provide guidance on the specific services or tasks required for the installation of seven (7) monitoring wells in Yuma County. The wells are listed below in accordance with the priority in which they will be installed.

#### **1. Introduction**

The contractor will provide all services for which it submits an offer in a manner which conforms with all applicable federal, state, and local laws, ordinances and regulations.

Work/Service required under this contract may include but are not limited to:

- Mobilization and Demobilization
- Drilling Services
- Well Installation and Completion
- Well Development
- Pump Installation

## **2. Mobilization and Demobilization**

The contractor shall furnish the equipment and personnel resources that are necessary to mobilize drilling and ancillary equipments, materials and workers promptly to designated well locations in accordance with the priority established by ADEQ. The contractor shall ensure that the siting, clearance and operation of equipment and personnel are always safe and in compliance with municipal laws.

## **3. Drilling Services**

The Contractor shall furnish the equipment and personnel resources which are necessary for the installation of groundwater monitoring wells at depths ranging from 25 to 30 feet below ground surface. These services will include installation of 2 inch schedule 40 PVC screen and casing, and well completion by installation of filter packs, seals and grout.

The Contractor will conduct a continuous bore log and take one soil sample at 8 feet from each site. Continuous borings will be collected and logged to determine the lithology of the monitor well boreholes. ADEQ will provide sample containers and will submit samples to the laboratory for pesticide analysis. A well will not be deemed completed if the screened interval will be placed in a clay lens. The Contractor will provide concrete pads 2 feet square by 9 inches thick around a 6 inch diameter protective casing 3 feet high with a lockable cap.

The Contractor will obtain all ADWR notices of intent to drill, all permits, blue staking (if necessary) and receive all clearances from utility companies. ADEQ will provide on-site personnel, including a registered geologist to answer questions and to take the samples from the contractor.

The Contractor shall be licensed in accordance with the requirements of the Arizona Department of Water Resources (ADWR) and shall adhere to all applicable rules of ADWR governing well construction and those established by ADEQ in the specific task assignments governing well construction. The Contractor shall ensure that the drilling sites on private property are well taken care of and the Contractor will be held responsible for unacceptable property damage.

## **4. Well Design, Installation, and Completion**

The contractor shall provide all equipment, personnel and material necessary for the installation and completion of borings into groundwater for environmental monitoring wells for the purpose of groundwater sampling. Depending on the depth to groundwater, the monitoring wells are to have a screened (perforated) interval of 10, 15 or 20 feet, i.e., 10, 15 or 20 feet of screen below the groundwater level and 5 feet of screen above groundwater level. This will account for water level fluctuations and will monitor the uppermost part of the aquifer. Well completion shall include filter packs installed from the base of well through screened intervals overlain by 3-5 feet of bentonite seal followed by cement grout. If the groundwater table is 10 feet or less, the contractor shall make appropriate adjustments in the thickness of well completion materials to include at least 3 feet of filter pack and 2 feet of bentonite seal. The well casing and screens will be 2 inch Schedule 40 PVC. The protective outer casing will be made of steel with a lockable cap.

The well design drawing attached in [Attachment 1](#) is a schematic cross section subject only to minor modifications based on site conditions. All modifications must be approved by the ADEQ

Hydrologist. The monitoring wells will meet all design and construction criteria as detailed in ADEQ's Quality Assurance Project Plan. The plan is available for review on request at the Arizona Department of Environmental Quality, 1110 W. Washington Street, Phoenix, AZ 85007, Rm. 140 (Records Management Desk).

## **5. Well Development**

The contractor shall provide all equipment and personnel necessary for the development of wells following completion. The purpose of well development is to restore natural conditions after drilling to enhance yield and remove finer materials to enable water that is representative of the aquifer to move into the zone to be monitored.

## **6. Pump Installation, Specifications and Services**

The contractor shall provide all equipment and personnel services necessary for the installation of dedicated pumping equipment and associated accessories. All wells will be equipped with dedicated 2" submersible purge pumps. The pump must be able to achieve a discharge range of .25 to 2 gallons per minute for sampling. Pumps will be installed approximately 1 to 1.5 feet above the bottom of the monitor well and will be equipped with plastic tubing which extends at least 5 feet beyond the wellhead in order to perform groundwater sampling.

Pump specifications: Pumps are to be Geotech manufactured or any other approved alternative. The recommended Geotech pump is the Geosub Single Stage 12 Volt Direct Current (DC) (Attachment 3) submersible pump with leads that extend a minimum of 10 feet beyond the wellhead, and a 3/8 inch polyvinyl tubing. All well heads will be marked with carsonite markers upon clean-up and completion. Requests for approval of any alternative pump with manufacturer name, model number and complete specifications sheets should be made to Moses Olade at ADEQ.

**Technical Contact:** Moses Olade, R.G  
Pesticide Program Coordinator/Hydrologist  
Water Quality Assurance Unit  
Water Quality Division  
Arizona Department of Environmental Quality  
602-771-4552  
602-771-4505 FAX  
[mao@azdeq.gov](mailto:mao@azdeq.gov)

## **7. Health and Safety Plans**

The contractor shall prepare and implement site-specific health and safety plans for all phases of the work activity for its employees, subcontractors or subcontractors' employees as required. The contractor shall have an existing health and safety program which will comply with OSHA (Reference 29 C.F.R. 1910) and EPA recommended standards (per CERCLA and/or RCRA) and shall include, but need not be limited to, the following:

- Contractors' health and safety policies and responsibilities
- Key personnel and their health and safety responsibilities
- Employee responsibilities
- Personal protective equipment capabilities, including a respiratory protection
- Standard work practices
- Medical monitoring program for field personnel

Exposure monitoring program for the field  
Health and Safety program documentation and record keeping.

### III. PROPOSED WELL LOCATIONS

1. **Well RW #10:** San Luis, Yuma County: Located 670 feet East of highway 95 and 120 feet North of County 22<sup>nd</sup> Street (GPS Latitude and Longitude: 32° 30' 32.479" / 114° 47' 01.241" in NAD27). Township 10S Range 25W Section 36
2. **Well RW #51:** Somerton, Yuma County: Located 300 feet South of County 17<sup>th</sup> Street and Avenue J). Township 10S Range 25W Section 36 map 37.
3. **Well RW #27:** Somerton, Yuma County: located 720 feet West of Avenue C and 2814 feet South of county 14<sup>th</sup> street (GPS Lat. & Long 32° 37' 04.362" / 114° 40' 06.315" in NAD27). Township 09S Range 24W Section 25 NE4.
4. **Well RW #44:** Yuma, Yuma County: Located 270 feet east of avenue 4E and ½ of a mile north of highway 95 (GPS: 32° 42' 22.004" / 114° 33' 47.979" in NAD27). Township 08S Range 22W Section 30 map 28.
5. **Well RW #45:** Dome Valley, Yuma County: Located ¾ of a mile east of highway 95 and 50 feet South of County 4<sup>th</sup> on Dome Valley Road. (GPS: 32° 46' 18.638" / 114° 22' 29.013" in NAD27). Township 08S Range 21W Section 1 map 41.
6. **Well RW #46:** Dome valley, Yuma County: Located on the South side of County 10<sup>th</sup> and across from the west road of Avenue 24E (GPS 32° 40' 40.646" / 114° 13' 39.464" in NAD27). Township 09S Range 19W Section 5 map 16.
7. **Well RW #47:** Welton-Mohawk, Yuma County: Located ¼ mile South of County 8<sup>th</sup> Street and 20 feet west of Avenue 33E (GPS 32° 42' 12.745" / 114° 04' 23.278" in NAD27). Township 08S Range 18W Section 26 map 57.

See Attachment 2

## DELIVERABLES PRICE SHEET

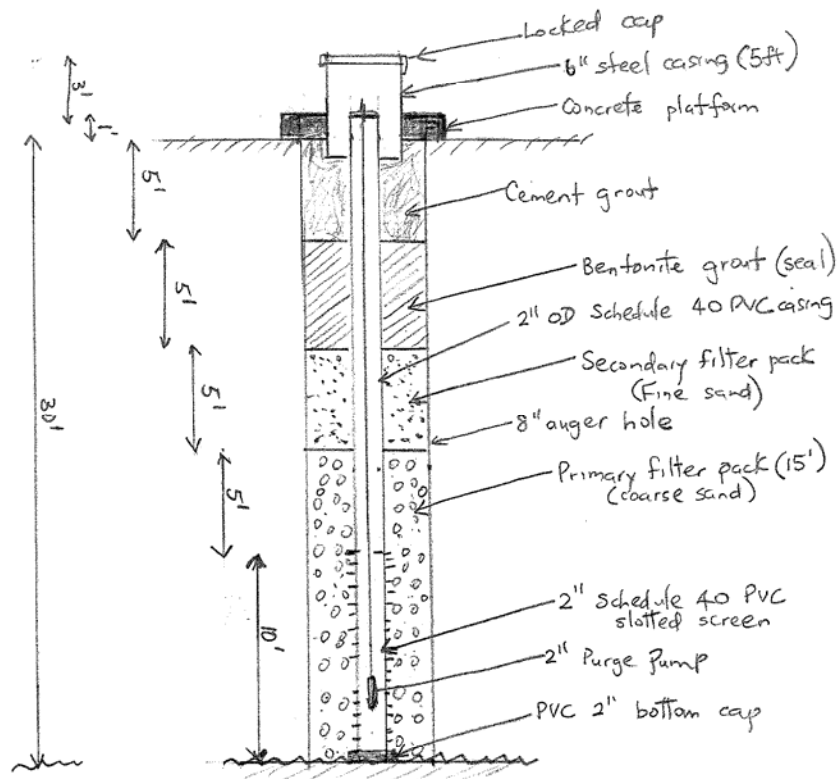
**Summary Table of Tasks and Quotation Parameters**

DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST
<b>Task 1:</b> Job Preparation, Mobilization/Demobilization	1	Each		
<b>Task 2:</b> Well Drilling Auger 2" (7/30's )	210	Length Feet		
<b>Task 3a:</b> Well Installation 2" OD Sch. 40 PVC, Materials (filter packs, bentonite and cement grouts)	210	Length Feet		
<b>Task 3b:</b> Wellhead Completion (pads, protective casing/lock cap)	7	Each		
<b>Task 4:</b> Well Development	7	Each		
<b>Task 5:</b> Pump Supply and Installation	7	Each		
ADWR Well Permit	7	Each		
Other Tasks/Services (That vendor feels is not adequately covered in the above tasks.)				
<b>TOTAL</b>				

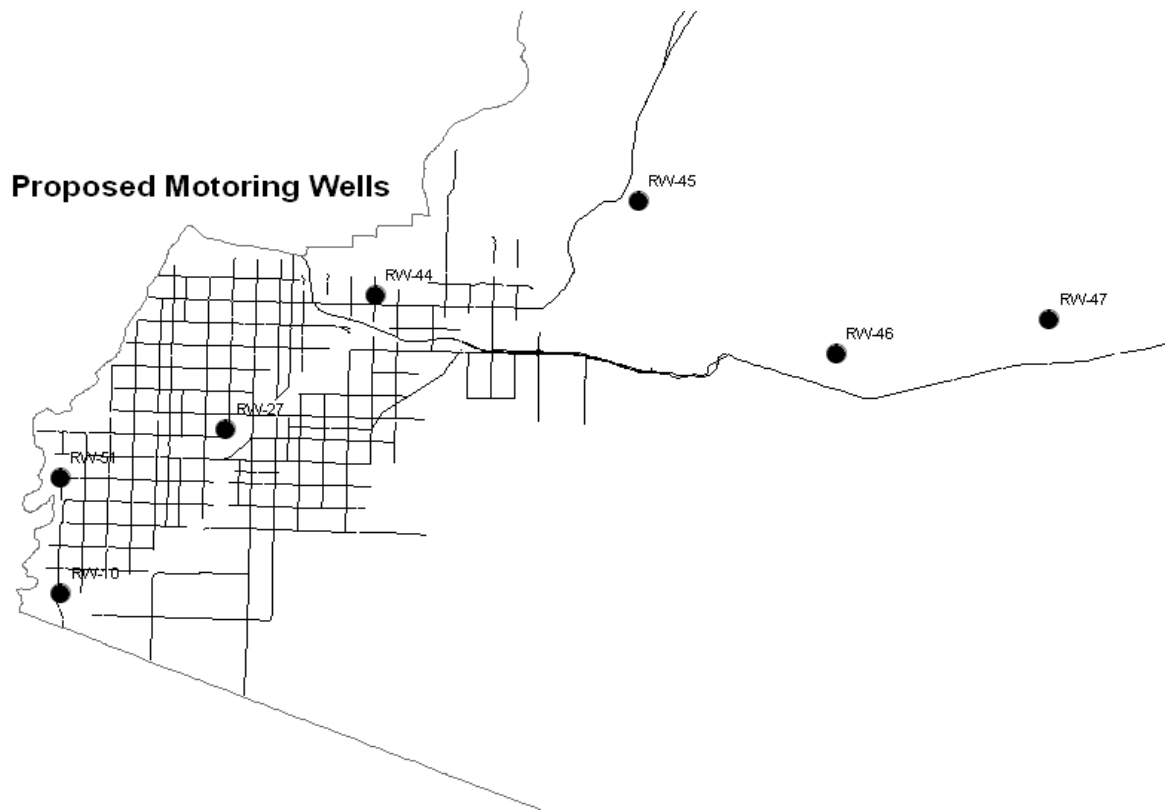


Attachment 1: **MONITORING WELL DESIGN**

YUMA MONITORING WELL DESIGN



## Attachment 2: LOCATION OF PROPOSED MONITORING WELLS



## Attachment 3: PUMPS

Click to go to [www.geotechenv.com](http://www.geotechenv.com)

**geotech**

### 12V DC Purge Pumps

#### GeoSub

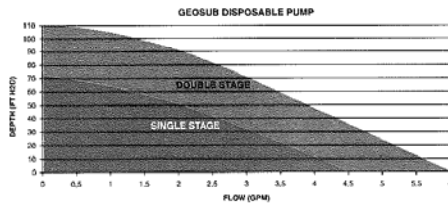
The GeoSub allows you to purge wells to 110 feet in depth with confidence. This economical pump provides you with purge rates up to 6 gpm. Easy to operate and decontaminate, the GeoSub operates from your 12V DC vehicle battery.

##### FEATURES

- Operates to depths of 110 feet (Double Stage only)
- Flow rates up to 6 GPM
- Very economical and reliable disposable pump
- Designed for wells 2" in diameter or larger
- Operates from a 12V DC power supply with 8 to 10 amps of draw
- Portable reel system with tubing available (option)
- Use in conjunction with bailers to save time

##### OPERATION

The GeoSub centrifugal pump can be purchased alone or as a complete system with reel and tubing. It is used to pump groundwater from shallow wells. Pump should be allowed to cool for 5 minutes for every 15 minutes of operation. It can operate in water temperatures as high as 140° Fahrenheit, but must be submerged at all times.



Single Stage GeoSub  
with 60 feet of cable  
and alligator clip adaptor



Optional Amphenol Connector



Double Stage  
GeoSub

##### SPECIFICATIONS

	Single Stage	Double Stage
Dimensions	1.75" diam. x 7" length	1.75" diam. x 14" length
Outlet	1/4" MNPT (accepts 1/2" ID tubing)	1/4" MNPT (accepts 1/2" ID tubing)
Optional Outlet Adapter	Optional fittings 1/4" FNPT x 3/8" Barb or 1/4" FNPT x 1/2" Barb	Optional fittings 1/4" FNPT x 3/8" Barb or 1/4" FNPT x 1/2" Barb
Power	Requires an independent 12V DC source	Requires an independent 12V DC source
Current Draw	8 amps minimum to 10 amps maximum	14 amps minimum to 18 amps maximum
Voltage Loss	1 volt/30 ft.	1 volt/30 ft.
Operating Temperature	In water up to 60°C (140°F) do not freeze pump	In water up to 60°C (140°F) do not freeze pump
Flow Rate	Up to 4.5 gpm dependent on depth (or TDH)	Up to 6 gpm dependent on depth (or TDH)
Maximum Recommended Depth	70 feet	110 feet
Material of Casing	ABS plastic	ABS plastic
Material of Pump Impeller	ABS plastic	ABS plastic
Material of Seal	EPDM	EPDM
Length of Motor Lead	2 ft., 30 ft., 60 ft. and 90 ft.	2 ft., 30 ft., 60 ft., 90 ft. and 120 ft.
Recommended Duty Cycle	On 15 min., then off for 5 min., then resume operation, etc.	On 15 min., then off for 5 min., then resume operation, etc.

**CALL GEOTECH TODAY (800) 833-7958**

Geotech Environmental Equipment, Inc.  
2650 East 40th Avenue • Denver, Colorado 80205  
(303) 320-4764 • (800) 833-7958 • FAX (303) 322-7242  
email: [sales@geotechenv.com](mailto:sales@geotechenv.com) website: [www.geotechenv.com](http://www.geotechenv.com)

GeoSub.indd 06/01/06

## **REPORTING and PAYMENT**

All technical questions or reporting are to be directed to Moses Olade, R. G. at ADEQ, while all invoices for payment are to be sent to the Arizona Department of Agriculture (ADA) as indicated below:

Arizona Department of Agriculture  
Environmental Services Division  
Jack Peterson, Associate Director  
1688 W. Adams  
Phoenix, AZ 85007  
602-542-3575  
602-542-0466  
[Jpeterson@azda.gov](mailto:Jpeterson@azda.gov)

Completion of deliverables will be determined by Jack Peterson who will then forward the invoice for payment to ADA Accounting.

## **INSURANCE**

### **Indemnification Clause:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### **Insurance Requirements:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

♦ General Aggregate	\$2,000,000
♦ Products – Completed Operations Aggregate	\$1,000,000
♦ Personal and Advertising Injury	\$1,000,000
♦ Blanket Contractual Liability – Written and Oral	\$1,000,000
♦ Fire Legal Liability	\$ 50,000
♦ Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers,

officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Arizona Department of Agriculture, Office of Procurement, 1688 W. Adams, Phoenix, AZ 85007)** and shall be sent by certified mail, return receipt requested.

D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates required by this Contract shall be sent directly to **(Arizona Department of Agriculture, Office of Procurement, 1688 W. Adams, Phoenix, AZ 85007)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

## **STATE OF ARIZONA MANDATORY CLAUSES**

### **A. Non-Availability of Funds**

Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

### **B. Audit of Records**

Pursuant to A.R.S. § 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

### **C. Cancellation for Conflict Of Interest**

Pursuant to A.R.S. § 38-511, the state of Arizona, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state of Arizona, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the contractor receives written notice of the cancellation unless the notice specifies a later time.

### **D. Non-Discrimination**

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

### **E. Third Party Antitrust Violations**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

### **F. Applicable Law**

This contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. § 41-2501, et. seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901, et. seq.).

**G. Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.